

BILL NO. S-80-10-27

SPECIAL ORDINANCE NO. S-131-80

AN ORDINANCE approving an Agreement with Allen County Association for the Mentally Retarded, Inc. for construction of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Agreement dated September 17, 1980, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Allen County Association for the Mentally Retarded, Inc. for:

SANITARY SEWER

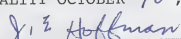
Beginning at an existing manhole constructed over an existing eight inch (8") sanitary sewer said manhole being situated 220 (plus or minus) feet south of the south property line of the property described herein, and the east right-of-way of Projects Drive; thence northerly parallel to Projects Drive a distance of 220 (plus or minus) feet terminating at a proposed manhole #1, said manhole to be located adjacent to above mentioned property line but entirely on Projects Drive right-of-way.

of which the developer shall pay the entire cost and expense of the construction of said sewer, all as more particularly set forth in said agreement which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
COUNCILMAN

APPROVED AS TO FORM AND  
LEGALITY OCTOBER 10, 1980.

  
JOHN E. HOFFMAN  
City Attorney

Read the first time in full and on motion by Burns, seconded by Atkins, and duly adopted, read the second time by title and referred to the Committee City Notice (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 10-14-80, the 14 day of October, 1980, at 7 o'clock P. M., E.S.T.

DATE: 10-14-80

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Atkins, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
BURNS	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
EISBART	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
GIAQUINTA	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
NUCKOLS	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHMIDT, D.	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHMIDT, V.	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHOMBURG	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
STIER	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
TALARICO	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 10-28-80

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP)        (GENERAL)        (ANNEXATION)        (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-131-80 on the 28th day of October, 1980.

ATTEST:  
Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)  
Vivian L. Schmidt  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of October, 1980, at the hour of 2:30 o'clock P. M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 30th day of Oct. 1980, at the hour of 4 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

BILL NO. S-80-10-27

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN  
ORDINANCE approving an Agreement with Allen County Association for  
the Mentally Retarded, Inc. for construction of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE as PASS.

PAUL M. BURNS, CHAIRMAN

BEN EISBART, VICE CHAIRMAN

JOHN NUCKOLS

MARK GiaQUINTA

ROY SCHOMBURG

10-28-80

CONCURRED IN

DATE            CHARLES W. WESTERMAN, CITY CLERK

# Memorandum

To Board of Public Works

Date 6 August 1980

From P.R. Boller, P.E., Chief Water Pollution Control Engineer

Subject Regional Vocational Center Sanitary Sewer - Project Drive  
Reimbursement Agreement

## COPIES TO:

Attached for your and Councilmanic approval is subject 15-year-reimbursement agreement. The developer, Allen County Association for the Mentally Retarded, Inc., is requesting this Agreement to recoup monies expended for the required offsite sanitary sewer, which involves, two adjacent properties.

We recommend that this agreement be introduced into City Council as soon as possible.



C.D.E.

P.R. Boller, P.E.

Chief Water Pollution Control Engineer

NOTED

☐ M.L.A.

☐ R.A.S.

☐ H.R.G.

Date \_\_\_\_\_

PRB/BS/DE/ns

Attachement

BOARD OF PUBLIC WORKS

AUG 08 1980

69-168-9 H.I.  
9/17/80

A G R E E M E N T  
F O R  
S E W E R   E X T E N S I O N

THIS AGREEMENT, made in triplicate this 17<sup>th</sup> day of September, 1980, by and between the Allen County Association for the Retarded, Inc. hereinafter referred to as "DEVELOPER", and the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation, hereinafter referred to as "CITY",

WITNESSETH:

WHEREAS, the DEVELOPER desires to construct a sanitary sewer described as follows:

Sanitary Sewer

Beginning at an existing manhole constructed over an existing eight inch (8") sanitary sewer said manhole being situated 220 (plus or minus) feet south of the south property line of the property described herein, and the east right-of-way of Projects Drive; Thence northerly parallel to Projects Drive a distance of 220 (plus or minus) feet terminating at a proposed manhole #1, said manhole to be located adjacent to above mentioned property line but entirely on Projects Drive right-of-way.

Said sanitary sewer shall be 8 inches in diameter, in accordance with plans, specifications, and profiles heretofore submitted to the CITY and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of the CITY and known as Vocational Services Center Sanitary Sewer, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the DEVELOPER has an interest, but also adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be \$5,600 composed of \$5,100 for construction costs and \$500 for consultant engineering.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the CITY, under private contract with CITY approval. All work and materials shall be inspected by the CITY and conform with all CITY standards and specifications. Upon completion, said sewer shall become the property of CITY and all further maintenance thereafter shall be borne by the CITY.

2. COST OF CONSTRUCTION

The DEVELOPER agrees to pay the entire cost and expense of construction of said sewer, in cash, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY, will initially serve the following described real estate of the DEVELOPER:

Part of the East Half of the Southeast Quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana, described as follows:

Commencing at the Northeast corner of said Half-Quarter Section; thence South and along the centerline of U.S. Highway #27 (Coldwater Road) 428.70 feet; deflecting 90 degr. 21 min. right parallel with the North line of said Half-Quarter Section 866.79 feet to the place of beginning of this description; thence deflecting 90 degr. 21 min. left parallel with said centerline 196.40 feet; thence deflecting 89 degr. 39 min. left parallel with the North line of said Half-Quarter Section 40.03 feet; thence deflecting 89 degr. 39 min. right parallel with said centerline 212.28 feet; thence deflecting 90 degr. 00 min. right parallel with the South line of said Half-Quarter Section 492.64 feet (deed; 489.19 feet actual) to the West line of said Half-Quarter Section; thence North and along the West line of said Half-Quarter Section 454.41 feet to the place of beginning, containing 4.495 acres, together with a 35 foot ingress and egress easement more particularly described as follows:

Part of the East Half of the Southeast Quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana, described as follows:

Beginning at a point on the West right-of-way line of U.S. Highway #27 (Coldwater Road), said point being 625.10 feet South and 30.00 feet West of the Northeast corner of said Half-Quarter Section; thence West parallel with the North line of said Half-Quarter Section 836.79 feet; thence deflecting 89 degr. 39 min. right parallel with said West right-of-way line 35.00 feet; thence deflecting 90 degr. 21 min. right parallel with the North line of said Half-Quarter Section 856.79 feet to a point on said West right-of-way line; thence South along said West right-of-way line 35.00 feet to the place of beginning, containing 0.672 acres, subject to all legal roads and highways.

As the DEVELOPER will pay for the entire cost of construction of said sewer as it pertains to the above described area, no charge

or assessment is made by this Agreement against the above described real estate for the construction of said sewer, or the use thereof, by the present or future owners of said aforescribed real estate, except as to such standard tap-in and inspection fees as are customarily charged by the CITY for connections to City sewer main.

An area connection charge of \$475.00 per acre must be paid to CITY at the time of connection by the DEVELOPER for area aforescribed which is served by the herein described sanitary sewer. The area connection charge represents the oversizing cost expended by CITY for sewer lines for the St. Joe Interceptor as recorded by Resolution 61-140-11.

4. CHARGE AGAINST EXCESS AREA

Said sewer, however, also serves an additional or excess area as shown on the attached Exhibit "A". In the event any present or future owner of real estate shall at any time within fifteen (15) years of the date of this agreement, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land, CITY, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to the CITY, in addition to the costs of standard tap-in and inspection fees, the sum of \$0.019092 per square foot for the area served by each such connection and use, which represents the pro rata share of the cost of the extension of the CITY sewer to said area. Any amount so collected by the CITY shall be paid by the CITY within sixty (60) days of the receipt thereof to the DEVELOPER.

An area connection charge of \$475.00 per acre must be paid to CITY at the time of connection by any such owner or owners of any excess area sought to be served by the herein described sanitary sewer. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by CITY for sewer lines for the St. Joe Interceptor as recorded by Resolution 61-140-11.

5. BOND

This contract is subject to DEVELOPER furnishing a satisfactory



Performance and Guaranty Bond for the value of the sewer, said bond to serve as a guarantee of said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water run-off caused by natural percipitation or anything other than sanitary sewage or contaminated waste.

7. RECORDING OF DOCUMENTS

The DEVELOPER further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of CITY as hereinafter provided.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.



CORPORATE SECRETARY:

DEVELOPER:

Attest Bernard R. Lee, Treasurer By John S. Knight

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared John S. Knight, Bernard Lee, by who acknowledged the execution of the foregoing agreement for sewer extension as and for its voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 21 day of July, 1980.

Ann G. Schreiner  
Notary Public

My Commission Expires:

12-25-82

CITY OF FORT WAYNE, INDIANA

By [Signature]

BOARD OF PUBLIC WORKS

By [Signature]

By [Signature]

By \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

[Signature]  
City Attorney

ATTEST Sandra E. Kennedy

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Mark L. Akers, Chairman and Roberta Anderson-Staton, Member known to me to be the Mayor, the Members of the Board of Public Works, said Board of the City of Fort Wayne, Indiana, respectfully, and acknowledge the foregoing contract to be the voluntary act and deed of said City.

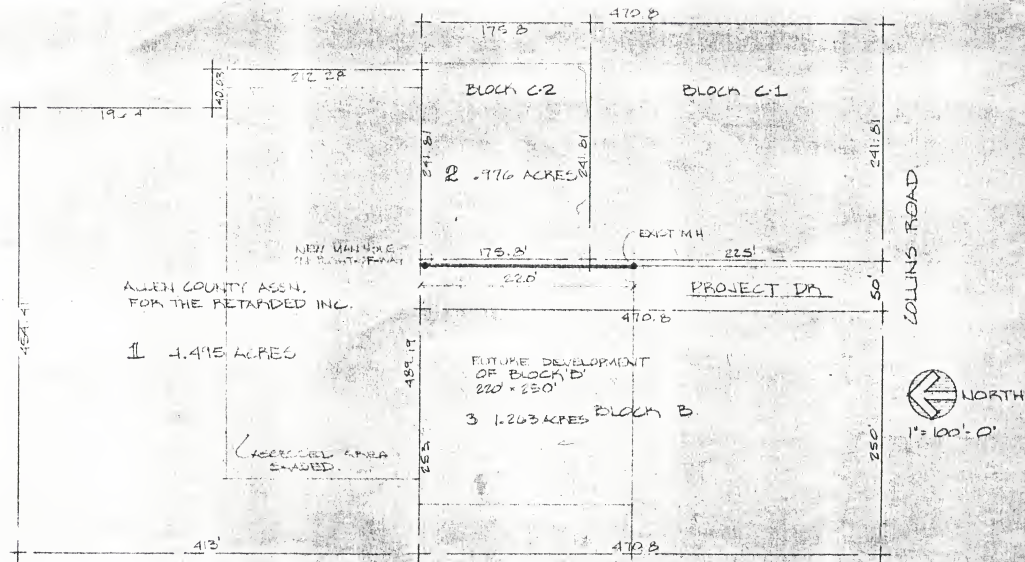
WITNESS my hand and notarial seal this 17 day of September, 1980.

Anne J. Fox  
Notary Public ANNE J. FOX

My Commission Expires:

3-6-84

# EXHIBIT 'A'



ACRES	SQ FT	OWNER	COST/100 FT	COST/PROP	CONNET. FEE	TOTAL COST
1	85,000	A.C.A.B.	10514.05	2517.21	2135.12	1652.33
2	83,120			1106.32	463.60	1569.92
3	159,100			1334.47	587.10	1971.57
TOTAL COST OF SEWER		4500	5000	231465	(475' / ACRE) TOTAL AREAS	ENTERPRISE CENTER

TITLE OF ORDINANCE 5017 Regional Vocational Center Sanitary Sewer - Projects Drive Reimbursement

Agreement

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Regional Vocational Center Sanitary Sewer - Projects Drive Reimbursement Agreement. The developer, Allen County Association for the Mentally Retarded, Inc.  
is requesting this Agreement to recoup monies expended for the required offsite  
sanitary sewer, which involves two adjacent properties.

EFFECT OF PASSAGE Subject 15 year reimbursement agreement. The Developer is requesting this  
Agreement to recoup monies expended for the required offsite sanitary sewer, which  
involves two adjacent properties.

EFFECT OF NON-PASSAGE the required offsite sanitary sewer as described above cannot be  
completed.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) The Developer agrees to pay the entire  
cost and expense of construction of said sewer, in cash, and to hold the City  
harmless from any liability for claims connected therewith.

ASSIGNED TO COMMITTEE City Utilities